

**REVOCABLE TRUST AGREEMENT
OF
JOHN M. EAMES, AS SETTLOR
AND
JOHN M. EAMES, AS TRUSTEE**

THIS REVOCABLE TRUST AGREEMENT, is executed in duplicate this 15th day of March, 2011, by and between **JOHN M. EAMES** of 8125 Rosemont Drive, Olive Branch, Desoto County, Mississippi, hereinafter called "Settlor", and **JOHN M. EAMES** of 8125 Rosemont Drive, Olive Branch, Desoto County, Mississippi, hereinafter called "Trustee".

WHEREAS, Settlor, on December 20, 2001, established the Revocable Trust Agreement of John M. Eames; and

WHEREAS, in order to clarify his intent and to ensure compliance therewith, Settlor desires to establish a new revocable trust with respect to the hereinafter described property; and

WHEREAS, Trustee has agreed to accept said trust on the terms and conditions hereinafter set forth.

NOW, THEREFORE, THIS REVOCABLE TRUST AGREEMENT WITNESSETH

That, for and in consideration of the premises and the mutual covenants and agreements contained herein, Settlor does hereby assign, transfer, convey, and deliver to **JOHN M. EAMES**, as Trustee, all his right, title and interest in and to the property listed and described on Schedule A, attached hereto and made a part hereof, and Trustee shall hold and administer the same, together with any property that may be added thereto, all of which property is herein referred to as the "trust estate", for the trusts, uses and purposes hereinafter set forth.

That Settlor has three (3) living children: **ASHLEY JONATHAN EAMES, BELINDA CLAIRE EAMES, and WENDY JANE EAMES**. Settlor is married to and residing with **KAREN PEARCE-HOWELL**.

**ITEM FIRST
REVOCABLE NATURE OF TRUST**

Settlor hereby expressly reserves unto himself full power and authority, at any time and from time to time during his lifetime, by written instrument signed by him and delivered to the Trustee, to appoint one or more additional Trustees hereunder, to remove any Trustee serving hereunder and appoint one or more substitute Trustees, and to revoke, alter, modify, or amend this Trust Agreement and the trust hereby created, in whole or in part; provided, however, that the duties and responsibilities of Trustee shall not be increased, nor shall Trustee's compensation be decreased, without Trustee's written consent.

last pg.
(pd)

ITEM SECOND
DISPOSITIVE PROVISIONS DURING SETTLOR'S LIFETIME

A. During Settlor's lifetime, Trustee shall pay over and distribute to Settlor, or to such other person as Settlor may specify, such amounts of the net income and principal of the trust as Settlor may from time to time request.

B. In addition, during Settlor's lifetime, if at any time Settlor is, by reason of mental or physical disability, incapable of managing his personal or business affairs (as hereafter defined),

1. Trustee shall be authorized to pay over and distribute to or on behalf of Settlor, such amounts of the net income and principal of the trust as Trustee may deem advisable from time to time to provide liberally for Settlor's maintenance, support, health, comfort and general welfare without regard to his other financial resources and without regard to the possible exhaustion of the entire trust estate.

2. Trustee shall not pay any claims made by Settlor's ex-wife, Mary W. Eames, now known as Mary Grace Makris, under the Property Settlement Agreement dated May 26, 1999, or otherwise.

3. Any decision by Trustee as to whether any distribution or contribution shall be made under this **Paragraph B**, and as to the amount and recipient thereof shall be binding and conclusive upon all persons.

C. For the purpose of construing this Trust Agreement, Settlor shall be deemed to be "incapable of managing his personal or business affairs" if any Trustee hereunder, whether currently serving or designated to serve as a successor Trustee pursuant to **ITEM EIGHTH** of this Trust Agreement, comes into possession of any one of the following:

1. A court order, which such Trustee deems to be jurisdictionally proper and still currently applicable, holding Settlor to be legally incapacitated to act on his behalf or appointing a Guardian to act for him;

2. Duly executed, witnessed, and acknowledged written certificates of incapacity of at least two licensed physicians, each of whom represents that he is certified by a recognized medical board, has examined Settlor and has concluded that, by reason of accident, physical, or mental illness, progressive or intermittent physical or mental deterioration, or other similar cause, Settlor had, at the date thereof, become incapacitated to act rationally and prudently in his own financial best interests; or

3. Other evidence that such Trustee deems to be credible and still currently applicable that Settlor has disappeared, is unaccountably absent, or is being detained under duress where he is unable effectively and prudently to look after his own financial best interests.

ITEM THIRD
PRE-RESIDUARY DIRECTIONS AND DISPOSITIONS UPON SETTLOR'S DEATH

A. Upon the death of Settlor, Trustee shall pay from the trust estate such amounts as Settlor's Personal Representative may certify are to be paid from the trust on account of:

1. Any expenses that shall have been incurred for Settlor's maintenance, support, health, comfort and general welfare;

2. Any of Settlor's funeral expenses not paid by Settlor's estate;
3. Any expenses of administering Settlor's estate which are not paid by Settlor's estate; and
4. To the extent not paid by Settlor's estate, any estate, inheritance, generation-skipping transfer and similar taxes, including additions to such taxes, interest and penalties thereon, if any, and expenses relating to the determination of the amount thereof that would be otherwise payable from Settlor's probate estate, without apportionment or contribution from any person.

Trustee shall be entitled to rely upon a certificate of Settlor's Personal Representative as to the amounts payable under this **Paragraph A**. Trustee shall not pay any claims made by Settlor's ex-wife, Mary W. Eames, now known as Mary Grace Madris, under the Property Settlement Agreement dated May 26, 1999, or otherwise.

B. Any of Settlor's household and office furniture, furnishings and effects including all artwork, books and personal effects, other similar tangible personal property and any automobiles Settlor may own at the time of his death which are distributed to the Trust shall be sold at the time of Settlor's death and the proceeds of the sale shall be added to Settlor's residuary estate.

C. If, prior to Settlor's death, Settlor shall have left with Trustee or among his important personal papers instructions indicating that Settlor would like any specified articles of his tangible personal property that any beneficiary would otherwise receive under this **ITEM THIRD** to pass to any designated individual or individuals, it is the hope and expectation of Settlor that such person will carry out such instructions, and, without intending hereby to impose any trust or legal obligation upon such persons, Settlor is confident that such person will honor and abide by his wishes in this regard.

D. In the event **KAREN PEARCE-HOWELL** predeceases Settlor and, if the Trust becomes vested with title to the house in which Settlor is residing at the time of Settlor's death ("Residence"), then Trustee is to sell the Residence and the proceeds shall be distributed to the Trust. Thereafter, the Trust may acquire or make provision for a suitable residence for Settlor. In the event **KAREN PEARCE-HOWELL** predeceases Settlor and the Trust has not sold the Residence at the date of Settlor's death, then Trustee is to sell the Residence and dispose of the proceeds as is provided in **Paragraph B2 of ITEM FOURTH**.

ITEM FOURTH **DISPOSITIVE PROVISIONS UPON SETTLOR'S DEATH**

A. Upon Settlor's death, Trustee shall continue to hold and administer the trust estate remaining after making all payments and distributions required to be made under **ITEM THIRD** of this Trust Agreement, including any property which shall be distributed to Trustee under the terms of Settlor's Last Will and Testament and any other assets which by reason of Settlor's death are received by Trustee, and such property shall be held in a separate trust for the primary benefit of **KAREN PEARCE-HOWELL** and shall be administered and disposed of in accordance with the provisions of **Paragraph B** of this **ITEM FOURTH**.

Trust for Karen

B. The trust established hereunder for the primary benefit of **KAREN PEARCE-HOWELL** shall be administered and disposed of as follows:

1. Trustee shall pay from the Trust the sum of Fifty Thousand Dollars (\$50,000.00) each year to **KAREN PEARCE-HOWELL** during her lifetime. Trustee is further directed that the annual payments are to be increased to reflect changes in the Consumer Price Index since January 1, 2005. Such adjustment shall be made upon the initial payment of Fifty Thousand Dollars (\$50,000.00) to said **KAREN PEARCE-HOWELL** and all subsequent annual payments. If in any year the income from the Trust is insufficient to make the payment of the \$50,000.00, adjusted to the Consumer Price Index as stated herein, then such shortfall shall be made up from principal from the Trust.

2. Upon the death of the survivor of Settlor and Karen Pearce-Howell, Trustee shall pay over the principal of the Trust as follows:

a. If **ASHLEY JONATHAN EAMES**, **WENDY JANE EAMES** and **BELINDA CLAIRE EAMES** are all alive at such date, then each shall receive one-third (1/3) of the amount being paid over.

b. If **ASHLEY JONATHAN EAMES** and **WENDY JANE EAMES** are alive but **BELINDA CLAIRE EAMES** is deceased at such time as payment is to be made, then **ASHLEY JONATHAN EAMES** shall receive one-half (1/2) and **WENDY JANE EAMES** shall receive one-half (1/2) of the amount being paid over.

c. If **ASHLEY JONATHAN EAMES** and **BELINDA CLAIRE EAMES** are alive but **WENDY JANE EAMES** is deceased at such time as payment is to be made, then **ASHLEY JONATHAN EAMES** shall receive one-half (1/2) and **BELINDA CLAIRE EAMES** shall receive one-half (1/2) of the amount being paid over.

d. If **WENDY JANE EAMES** and **BELINDA CLAIRE EAMES** are alive but **ASHLEY JONATHAN EAMES** is deceased at such time as payment is to be made, then **WENDY JANE EAMES** shall receive one-third (1/3), **BELINDA CLAIRE EAMES** shall receive one-third (1/3) and the children of **ASHLEY JONATHAN EAMES**, **Oliver Eames** and **Shelley Alexander**, shall split the remaining one-third (1/3) per stirpes.

Contingent Beneficiary

C. If at the time of the occurrence of any event upon which any assets of the trust estate become distributable, there shall be no person then living and entitled to receive the same under the terms of the foregoing provisions of this Trust Agreement, such property shall be paid over and distributed to those persons then living who, under the then existing laws of the State of Mississippi, would be entitled to share in Settlor's estate had Settlor then died intestate and domiciled in the State of Mississippi, and to be divided among such heirs into proportions fixed by the succession laws of the State of Mississippi.

ITEM FIFTH **ADMINISTRATIVE PROVISIONS**

A. Except as may be otherwise specifically provided in this Trust Agreement:

1. If any person shall be required to survive Settlor or be living at the time of Settlor's death in order to be entitled to any interest hereunder, for the purpose of construing the provisions of this Trust Agreement such person shall be deemed to have predeceased Settlor unless such person survives Settlor by thirty (30) full days.

2. In making any determination that any Trustee is authorized to make pursuant to the terms of this Trust Agreement as to the amounts of income or principal of any trust hereunder that such Trustee shall deem it advisable to pay to any beneficiary thereof, such Trustee may, but shall not be required to, inquire into or investigate or take into account any other financial resources known by such Trustee to be available to such beneficiary for the purposes for which such payments are authorized. In making any such determination, such Trustee need not take into account that such payment may be subject to the generation-skipping transfer tax. No one shall have a right to object to any determination that may be made by such Trustee to make or refrain from making any such payment even though some part or all of the income or principal of such trust may be paid to one or more beneficiaries thereof to the exclusion of others.

3. Any payment from any trust under this Trust Agreement that is made to or applied for the benefit of any descendant of Settlor shall be a general charge against the trust estate and shall not be specifically charged against or deducted from the share of the trust estate to which such descendant or the descendants or ancestor of such descendant may ultimately become entitled.

4. Whenever Trustee shall be directed to pay the net income of any trust hereunder to one or more beneficiaries thereof, such net income shall be paid in annual or, in the discretion of Trustee, more frequent installments.

5. Any income of any trust hereunder which is not currently distributable pursuant to the terms hereof may be invested and reinvested in the same manner as the principal of such trust, and, if any such income has not been distributed prior to the expiration of sixty-five (65) days following the end of the taxable year of the trust in which it is collected, it shall be added to the principal of such trust and ultimately disposed of as a part thereof.

6. Upon the termination, or the division into shares, of any trust established under this Trust Agreement, and whenever the Trustee shall be directed to pay over and distribute the entire remaining principal of such trust, all undistributed income thereof, whether then collected or accrued, shall be treated as part of the principal of such trust for the purpose of the distribution or division thereof.

7. If the Trustee shall determine that there is uncertainty as to the applicability or interpretation of the provisions of any law that may govern the manner in which any receipt of or charge against the trust estate shall be allocated between the principal and income thereof, such receipt or charge shall be allocated in such manner as may be determined by the disinterested Trustee.

8. If Trustee, while serving as Trustee of any trust hereunder, shall also be serving as Trustee of any other trust, the substantive terms and conditions and the beneficiaries of which are the same as those of such trust hereunder, Trustee may combine such trusts and thereafter administer them together as one trust. If Trustee, while serving as Trustee of any trust hereunder, shall also be serving as Trustee of any other trust, the substantive terms and conditions and the beneficiaries of which are the same as those of such trust hereunder, except for the tie of termination of such trusts and/or the beneficiaries ultimately entitled to take the principal thereof upon termination of such trusts, Trustee may combine such trusts and thereafter administer them together as one trust; provided, however, that, upon the termination of such combined trust, the beneficiaries to whom the principal of such trust hereunder is then distributable shall be entitled to receive that proportionate share of the principal of such combined trust which the value of the assets of such trust hereunder shall bear to the sum of (i) the value of the assets of such trust hereunder and (ii) the value of the assets of such trust, measured at the time such trusts shall have been combined.

B. If at any time after Settlor's death, the disinterested Trustee shall determine that the size of any trust does not warrant the cost of continuing the same in trust or that its continued administration would for any reason be impractical, Trustee, in full discharge of Trustee's duties, without formal court accounting, shall pay over and distribute the entire remaining principal thereof to the person or persons then entitled or permitted to receive the income therefrom and in the same proportions as they may be entitled to such income.

C. Except to the extent it may have terminated at an earlier date pursuant to other provisions of this Trust Agreement, any trust established hereunder shall terminate at the end of the month preceding the month of expiration of twenty-one (21) years following the death of the last survivor of Settlor, and all of Settlor's descendants who are living at the time of Settlor's death, or upon the earlier death of the last survivor of Settlor and Settlor's descendants, whereupon the trust estate shall be paid over and distributed to the person or persons then entitled to receive the income therefrom who is the primary beneficiary of such trust; provided, however, that if at the time of such termination, Trustee shall have the discretion to determine whether or to whom such income is to be distributed, such principal shall be paid over and distributed to the person then permitted to receive such income, or if the disinterested Trustee shall have the authority to sprinkle such income among the descendants of any person, such principal shall be paid over and distributed to such person's then living descendants, per stirpes.

D. This Trust Agreement shall be construed and the trusts created hereunder shall be administered and governed under and in accordance with the laws of the State of Mississippi. If Trustee, in his sole and absolute discretion, shall decide that, in the best interests of the trust estate and the beneficiaries of any trust hereunder, the situs of such trust estate should be transferred to a place outside the State of Mississippi (whether within or without the United State of America), the Trustee of such trust shall be authorized to effect such a transfer of the situs of such trust estate. If the situs of any trust created hereunder shall be transferred by Trustee pursuant to the provisions of this paragraph, the laws of the State of Mississippi shall continue to govern the administration of such trust unless and until the Trustee of such trust shall determine that the laws of the situs shall thereafter govern the administration of such trust.

E. Notwithstanding any provision of this Agreement to the contrary, no Trustee (other than Settlor) shall have or participate in the exercise of any discretionary power with respect to the payment of income or principal: (i) to himself, unless such power is limited to an ascertainable standard; (ii) to any person whom such Trustee is legally obligated to support, if such payment would discharge his legal obligation to support such person; and (iii) to any person, if such payment would constitute a taxable gift from such Trustee.

F. Upon the distribution of all of the assets of any trust under this Trust Agreement, such trust shall terminate.

ITEM SIXTH **TRUSTEE'S POWERS**

A. The trusts herein created shall not be administered under the direction or jurisdiction of any court, and in the administration and management of each such trust, subject to such limitations as are set forth elsewhere in this Trust Agreement, Trustee shall have and may freely exercise, at any time and from time to time, any and all of the following powers and authorities in addition to those conferred upon Trustee by law, rules of court, and other provisions of this Trust Agreement:

1. To accept in kind any and all property, real, personal and mixed, that may be given, devised, bequeathed or transferred to Trustee by any person or persons, whether by deed, will or

otherwise, or that may be received by Trustee in the distribution of any estate, to hold the same as an asset of the trust estate, for the uses and purposes and subject to the terms and conditions set forth herein, and to hold and retain any or all property comprising the trust estate in the form or character in which the same shall have been received by Trustee until such time as Trustee may deem it desirable to sell or otherwise dispose of the same under the powers herein granted without regard to whether such property may be productive and whether its retention will result in a lack of diversification in the trust's investments.

2. To retain as an asset of the trust estate any interest in any business, even though it may constitute all or a large portion of the trust estate, or initiate or acquire, and hold a majority or minority interest in any business, whether as a security holder of a corporation, partner (general or limited), sole proprietor or otherwise, for any length of time; to participate in the conduct of such business and take or delegate to others discretionary power to take any action with respect to its management and affairs which an individual might take as the owner of such business, including the voting of stock, and the determination of all questions of policy; to enter into, amend or withdraw from any partnership (general or limited), or joint ventures; to perform or enter into any agreement restricting or otherwise relating to the voting or transfer of any securities or other interests comprising the trust estate; to participate in any incorporation, reorganization, merger, consolidation or recapitalization thereof, regardless of the terms of such transaction and the kind of interest received; to participate in any liquidation thereof; to invest additional capital in, subscribe to additional securities of, and loan money or extend credit to such business out of the trust estate; to leave income of the business at the risk of the business by way of contribution to capital or loans subordinate to other creditors; to rely upon the reports of certified public accountants as to the operations and financial condition of the business, without independent investigation; to elect or employ as directors, officers, employees or agents of such business, and compensate any persons including any Personal Representative or Trustee hereunder or any beneficiary of Settlor's estate or any trust herein created; to make loans to the business out of Trustee's own funds and to deal with and act for the business in any capacity, including any banking or trust capacity, and to be compensated therefore; and to sell or liquidate such interest or any part thereof at any time.

3. To hold in the form of cash, awaiting distribution or desirable investments, such portion of the trust estate as at any time and from time to time Trustee may deem advisable.

4. To manage, develop, subdivide, improve, construct, alter, repair, sell (publicly or privately), convey, mortgage, lease, transfer, exchange, demolish, abandon, and otherwise dispose of or grant options with respect to any property of whatsoever character, real or personal, which in any manner or at any time may be part of the trust estate, for such considerations and upon such terms and conditions as Trustee may deem advisable, and any such mortgage, lease or option may be for a period or periods extending beyond the termination of the trust and may be renewed or renewable for such further period or periods as Trustee may deem advisable.

5. a. To invest and reinvest the trust estate or any part thereof in such real or personal properties, or undivided interests or participations therein, as the Trustee may deem advisable, including without limitation, stocks, bonds, debentures, notes, securities, mortgages and deeds of trust, common trust funds, mutual funds, investment companies or trusts, oil, gas and other mineral properties and royalties, timber, precious stones and metals, works of art and other evidence of debt and interests in property, without obligation to maintain diversification in the trust estate, without regard to the proportion that any one investment or class of investments may bear to the entire trust estate or to whether a particular investment may be productive, and without being limited to legal investments as now or hereafter defined by law whether by statutory enactment, judicial decision or otherwise.

b. For investment or administrative purposes, if pursuant to the terms hereof the trust estate is to be divided into two or more shares that are to be held as separate trusts hereunder, to treat the assets comprising such shares thereof as a common fund in which the separate trusts shall have undivided interests, and at any time to separate or recombine or reparate the same; and, if the disinterested Trustee should determine it to be in the best interests of the beneficiaries of any trust hereunder, to divide the assets of such trust into two or more separate shares, each of which shall be administered as a separate trust upon the same terms and conditions as provided with respect to such trust in the absence of such division.

6. To prosecute, defend, arbitrate, compromise, abandon or otherwise adjust, in such manner and upon such terms and conditions as Trustee may deem advisable, any claim of any nature whatsoever that may be in favor of or against the trust or Trustee.

7. To vote, in person or by proxy, all securities held as part of the trust estate; to deposit any such securities in a voting trust or with any protective or like committee, trustee or depository; to exercise any options appurtenant to any such securities for the purchase of other securities or the conversion of the same into other securities; to exercise or sell any rights issued upon or with respect to any such securities; to join in or dissent from and oppose the reorganization, recapitalization, consolidation, merger, liquidation, sale of assets, or any other similar transaction on the part of any corporation or association in which the trust estate may have any interest, and exchange any such interest for any securities or other property issued or paid in connection therewith; to pay any assessment or expense which Trustee may deem advisable for the protection of the interests of the trust in any such corporation or association; all upon such terms and conditions as Trustee may deem advisable.

8. To borrow money in such amounts and upon such terms and from such persons or corporations as Trustee shall deem prudent, and for the repayment of any monies so borrowed, to bind the trust estate by the execution and delivery of such obligations and such other evidences of indebtedness and by the imposition of such liens upon the real and personal property of the trust estate or any part thereof as Trustee may deem advisable.

9. To value and appraise the assets comprising the trust estate and make any allocations, divisions or distributions required by this Trust Agreement in kind or in money, or partly in kind and partly in money, in different assets or disproportionate interests in assets, and to that end to allot to any part or share such assets, real or personal, or portions thereof or undivided interests therein, as Trustee may select, provided, however, that, except as may be otherwise provided in this Trust Agreement, such allotment shall be made at values current as of the date or dates of allocation, division or distribution.

10. To carry any securities or other properties held as part of the trust estate unregistered and in bearer form, or to register the same in the name of Trustee or any nominee of Trustee or Trustee's agent, without indication of any fiduciary capacity.

11. To employ attorneys, accountants, appraisers, corporate depositories, investment counselors (and to delegate to them, if Trustee shall deem it advisable, full discretionary powers with respect to changes in the investment of trust assets), and other agents and to pay any fees so incurred as an expense of administering the trust, in addition to Trustee's commissions, without any liability for any default by any such party selected by Trustee with reasonable care. Trustee shall be included among the persons eligible to be employed in any such capacity. Trustee shall not be liable for any loss suffered by the trust as a result of Trustee's good faith reliance upon the advice of any agents so employed. All fees and commissions charged in any year by any investment counselor whose services are retained by Trustee for any trust hereunder shall be apportioned between the principal and income of such trust in the same

proportions in which the basic principal and income commissions, which under applicable law would be allowed to Trustee as compensation for Trustee's services during such year, would be charged thereto.

12. To make, execute, acknowledge, and deliver all such deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, options, promissory notes, bills of sale, releases and other instruments and documents, sealed or unsealed, of whatsoever character, and to do or cause to be done all such other matters or things as Trustee may deem necessary or proper to effect or exercise any power or authority given to or vested in Trustee herein or by law.

13. To make secured or unsecured loans from the principal of the trust estate to any beneficiary thereof, to any entity in which the trust or any beneficiary thereof has an interest, or, in order to protect the trust estate, to any other person or entity, upon such terms as the disinterested Trustee may deem advisable.

14. To secure at any time and at the trust's expense a settlement of Trustee's accounts, either by judicial proceedings or by agreement with all trust beneficiaries who are then sui juris and who are then entitled or permitted to receive income or a share of the principal if the trust were then to terminate; and any such settlement shall be binding and conclusive on all persons then or thereafter interested in the trust, and Trustee shall be released and discharged as to all matters so accounted for without having to obtain formal representation for any person under disability or who is not then in being or whose identity or whereabouts may be unknown.

15. To make such gifts and donations as Trustee, in its sole judgment, may deem necessary or proper and upon such terms as a disinterested trustee may deem advisable.

16. Trustee shall be authorized and empowered to collect and receive the proceeds of all life insurance payable to Trustee under this Trust Agreement and to compromise and adjust claims arising out of any or all of such insurance policies, upon such terms and conditions as Trustee may deem just. Trustee shall be under no obligation to enter into or maintain any litigation to enforce the payment of any such policy until Trustee shall have been indemnified to Trustee's sole satisfaction, either from the trust estate or otherwise, against all expenses and liabilities to which Trustee may, in Trustee's sole judgment, be subjected by such action on Trustee's part, and Trustee may use the proceeds of any policy or policies or any other property comprising a part of the trust estate to meet the expenses incurred in connection with enforcing payment of the same or any other policy or policies.

17. Except as otherwise provided in this Trust Agreement or by the terms of any beneficiary designation or other instrument governing their distribution to the Trustee, the proceeds of any insurance on Settlor's life that are collected by Trustee pursuant to this **ITEM SIXTH** and all other funds, if any, which by reason of Settlor's death are paid directly to Trustee shall be held, administered, and disposed of as part of the trust estate established under **ITEM FOURTH** of this Trust Agreement.

18. Trustee may purchase securities or property of any kind, real or personal, from and also make loans, secured or unsecured, to the Personal Representative of Settlor's estate in case such Personal Representative, in the opinion of the disinterested Trustee, shall be in need of cash; and Trustee may continue to hold the assets so purchased or carry any loans so made as investments of the trust estate. Trustee shall not be liable in any way for any loss resulting to the trust estate by reason of any such loans having been made, nor be liable for depreciation in the value of any assets purchased from such Personal Representative under the powers hereby given.

19. If at any time the assets of any trust hereunder include a policy of life insurance, Trustee may exercise all rights, options, and privileges which may be conferred upon the owners of such

policy and shall pay out of such trust any premiums or charges which Trustee may deem appropriate in order to keep such policy in force; provided, however, that, if the insured under such policy is serving as Trustee of such trust, he shall not participate in or exercise with respect to such policy any right or power which constitutes any "incident of ownership", as that term is defined under Section 2042(2) of the Internal Revenue Code.

B. The grant to Trustee of any specific power or authority or the failure to grant specifically herein any other power or authority shall not be construed to limit or curtail in any way or to any extent the full and complete power and authority which, subject to such limitations as are set forth elsewhere in this Trust Agreement, it is intended and directed shall be exercisable at all times by Trustee respecting any and all matters of whatsoever character pertaining to the trust estate. All powers granted in the Trust Agreement shall pass to and be exercisable by Trustee or Trustees serving hereunder from time to time and shall continue beyond the termination of the trusts herein created until a complete and final distribution of all assets thereof shall have been made.

C. All powers, authorities, and discretions given to Trustee herein are exercisable by Trustee in a fiduciary capacity only. No powers enumerated herein or accorded to Trustee generally shall be construed to enable any Trustee or any other person to purchase, exchange, or otherwise deal with or dispose of the principal or income of the trust estate for less than an adequate or full consideration in money or money's worth, or to enable any contributor to the trust estate to borrow the principal or income of any trust hereunder, directly or indirectly, without adequate interest or security. No person shall, without the consent of Trustee, have or exercise the power to vote or direct the voting of any stocks or other securities of any trust hereunder, to control the investment of such trust, either by directing investments or reinvestments, or to reacquire or exchange any property of such trust by substituting property of an equivalent value. Trustee shall not use income of any trust hereunder to pay premiums on insurance on the life of any contributor to such trust or the spouse of such contributor.

ITEM SEVENTH **FACILITY OF PAYMENT AND SPENDTHRIFT PROVISIONS**

A. If, at the time for any distribution under this Trust Agreement, the beneficiary to whom such distribution is to be made is under eighteen (18) years of age or is in the opinion of Trustee, by reason of mental or physical disability, incapable of managing his person or business affairs, Trustee shall be authorized, without the necessity of obtaining the approval of any court with respect thereto:

1. To make such distribution in one or more of the following ways:
 - a. Directly to the beneficiary;
 - b. To a legally appointed guardian, conservator or committee for the beneficiary;
 - c. By deposit in an account in the beneficiary's name in a bank, trust company, or other financial or investment institution, with or without interest;
 - d. To any relative, friend, or other person or institution, who, in the opinion of Trustee, may be standing in loco parentis or supplying services to, or caring for, such beneficiary, or with whom such beneficiary may be living, to be applied by such relative, friend, or other person or institution for the use and benefit of such beneficiary;

e. By direct application by Trustee for the use and benefit of such beneficiary;

f. If, at the time for such distribution, the beneficiary is a "minor" for purposes of any applicable Uniform Gifts to Minors Act or Uniform Transfer to Minors Act, by distribution to such person or institution as may be designated by Trustee as Custodian for such beneficiary under such Act, with all the duties and powers in such Custodian as are set forth therein; and, if permitted by such Act, such custodianship shall continue until such beneficiary attains the age of eighteen (18) years. If otherwise eligible to serve, Trustee shall be included among the persons and institutions eligible to be designated as Custodian hereunder. A bequest or devise which is distributed to a Custodian pursuant to this paragraph shall be deemed to have been made by Settlor under such applicable Uniform Gifts to Minors Act or Uniform Transfer to Minors Act.

2. In addition, if such distribution is from a trust, to retain and hold the distributable property in a separate trust, and to pay to such beneficiary such amounts of the net income and principal thereof as Trustee may deem advisable for the maintenance, support, health, and education of such beneficiary until such beneficiary attains the age of eighteen (18) years, or, if incompetent, then until such time as Trustee may deem it advisable to make final distribution, at which time Trustee shall pay over and distribute the entire remaining principal thereof to or for the benefit of such beneficiary; provided, however, if such beneficiary shall die prior to the aforementioned time for final distribution, Trustee shall thereupon pay over and distribute the entire remaining principal thereof to the Personal Representative of such deceased beneficiary's estate.

B. Any distribution of income or principal from any trust hereunder that is for the purpose of paying the tuition charged for educational services, or the cost of medical care, provided to any beneficiary thereof may, in lieu of being paid to such beneficiary, be paid directly to the educational organization that provides such educational services or to the person or institution that provides such medical care.

C. The receipt and release of the person or institution to whom any distribution is made pursuant to the terms of **Paragraphs A and B** of this **ITEM SEVENTH** shall be a sufficient and complete discharge of Trustee with respect to such distribution.

D. Subject to the express provisions hereof permitting Trustee to make payments to persons other than beneficiaries, Trustee shall make all payments, both of income and principal, directly into the hands of the designated beneficiaries and into the hands of no others, whether claiming by their authority or otherwise, in such manner that the same shall not be subject to anticipation or assignment nor be liable to be subjected by attachment or otherwise to the debts of any such beneficiaries; provided, however, that the foregoing provisions of this **Paragraph D** shall not preclude Trustee, with the consent of any beneficiary, from making any such payment to beneficiary by depositing the same in an account in the beneficiary's name in a bank, trust company or other financial or investment institution with or without interest.

ITEM EIGHTH **APPOINTMENT AND SUCCESSION OF TRUSTEE PROVISIONS**

A. If for any reason **JOHN M. EAMES** should become unable or unwilling to continue serving as a Trustee of any trust hereunder or if he should become incapable of managing his personal or business affairs (as defined in **Paragraph C** of **ITEM SECOND** of this Trust Agreement), and there shall be no successor Trustee appointed pursuant to the provisions of **Paragraph C** of this **ITEM EIGHTH**, **KAREN PEARCE-HOWELL** shall thereafter serve as Trustee in his place and stead. If for

any reason **KAREN PEARCE-HOWELL** should be or become unable or unwilling to serve in such capacity, **JAMES H. HERRING** shall serve in his place and stead.

B. The individual Trustee or Trustees of any trust hereunder may from time to time appoint one or more individuals and/or, if no corporate Trustee is serving, an individual or a bank or trust company as Co-Trustee or Co-Trustees of such trust.

C. Any individual Trustee of any trust hereunder may while serving in that capacity appoint an individual or, if such individual Trustee is then serving as sole Trustee, an individual or a bank or trust company to succeed to his office as Trustee of such trust upon his death, resignation or incapacity provided, however, that no such appointment made by **KAREN PEARCE-HOWELL** shall take effect unless, upon the occurrence of such event, **JAMES H. HERRING** shall be unable or unwilling to serve as Trustee.

D. The individual Trustee or Trustees of any trust hereunder, or if no individual Trustee shall then be serving hereunder, a majority of the beneficiaries of such trust to whom income is then required or permitted to be distributed and who are then sui juris shall have the right at any time to remove any corporate Trustee of such trust; provided, however, the removal of the corporate Trustee of any trust by a majority of the beneficiaries thereof shall not be effective unless and until they shall have appointed another bank or trust company as successor corporate Trustee and such successor shall have executed and delivered to Trustee to be removed a written instrument acknowledging such successor Trustee's acceptance of the appointment. Any individual may disclaim, waive, or release any right he may have, whether as a beneficiary or as an individual Trustee, to remove a corporate Trustee by any method then provided by law or by filing a written instrument, executed and acknowledged by the individual, with a court having jurisdiction over such trust.

E. Any Trustee of any trust hereunder may at any time resign such office by giving thirty (30) days written notice of such resignation to all Co-Trustees of such trust and to the beneficiaries of such trust who are then sui juris; provided, however, if there shall then be no beneficiary and such Trustee shall then be serving as sole trustee of such trust, such Trustee's resignation shall not be effective unless and until a successor Trustee shall be been appointed and such successor Trustee shall have executed and delivered to the resigning Trustee a written instrument acknowledging such successor Trustee's acceptance of the appointment.

F. If at any time, with respect to any trust hereunder, there should be no individual serving as disinterested Trustee, the individual Trustee or Trustees of such trust, or, if no individual Trustee shall then be serving, a majority of the beneficiaries of such trust to whom income is then required or permitted to be distributed and who are then sui juris shall have the right to appoint such an individual to serve as a disinterested Trustee of such trust. If the office of individual Trustee of any trust hereunder ever becomes vacant and a corporate Trustee is then serving, the corporate Trustee shall thereafter serve as sole Trustee of such trust unless and until a successor individual Trustee shall be appointed.

G. If at any time the office of Trustee of any trust hereunder should become vacant, a majority of the beneficiaries of such trust to whom income is then required or permitted to be distributed and who are then sui juris shall have the right to appoint an individual or a bank or trust company to serve as successor Trustee of such trust.

H. No bank or trust company shall be eligible for appointment as Trustee under this **ITEM EIGHTH** unless at the time of such appointment it shall have a combined capital and surplus in excess of One Hundred Million Dollars (\$100,000,000.00).

I. The removal or appointment of any Trustee of any trust established hereunder shall be effected by written instrument, signed by the person or persons exercising the right of removal or appointment, and delivered to Trustee to be removed or appointed and to any other Trustee of such trust; provided, however, that, in the event of the death of any individual Trustee while serving in such capacity, his appointment of a successor Trustee may also be effected by his Last Will and Testament. Any appointment by an individual Trustee of a successor Trustee may be withdrawn or amended at any time, while such individual is still serving as Trustee and such trust, by written instrument signed by such individual and delivered to the designated successor Trustee whose appointment is to be withdrawn or amended and to any other Trustee of such trust.

J. No court proceeding shall be necessary for the removal, resignation, or appointment of any Trustee hereunder. Any Trustee who accepts appointment as a Co-Trustee or as a substitute or successor Trustee of any trust hereunder is authorized to accept, without audit, the books and records of any such trust and shall be free of all liability with respect to the prior administration of the trust.

K. A Trustee by instrument in writing may delegate to a Co-Trustee for a specified period of time any of such Trustee's powers and authorities; provided, however, that the powers and authorities vested exclusively in a disinterested Trustee shall not be delegated to a Trustee who is not disinterested. Upon termination of any such delegation, the delegating Trustee may accept, without audit, the books and records of the Co-Trustee to whom such powers and authorities have been delegated and shall be free from liability for any and all acts or omissions of such Co-Trustee during the period of such delegation.

L. The corporate Trustee shall be entitled to receive reasonable compensation for its services for each trust created under this instrument in accordance with its schedule of rates as published from time to time, and in effect at the time the compensation is paid, and such rates shall apply regardless of the value of the trust, including minimum fees and additional compensation for unusual services not incidental to the normal trust administration. Compensation shall be charged against income and principal in such manner as Trustee deems appropriate and reasonable. Such compensation may be paid without prior or subsequent approval of any court.

ITEM NINTH WAIVER OF BOND

Those persons named in or designated pursuant to the Trust Agreement as Trustee and Custodian are excused from any necessity of posting any bond or other security for the faithful performance of their respective fiduciary duties.

ITEM TENTH ADDITIONAL FIDUCIARY POWERS AND ELECTIONS

A. Subject to such limitations as are set forth elsewhere in this Trust Agreement, all powers and authorities that are granted to, and all determinations and elections that are to be made by, any Trustee hereunder shall be exercised or made in the sole discretion of such Trustee without application to any court for authority or approval with respect thereto, and the exercise thereof shall be binding and conclusive upon all persons interested in any trust hereunder.

B. Trustee shall be held free from any liability, damage, cost, and/or expense for any mistake either of judgment, fact or law, in the management of any trust hereunder, except for willful malfeasance or willful fraud. Every act of Trustee, even if such act turns out to be a mistaken one of fact or law, shall be binding and conclusive and shall be considered entirely in accord with Settlor's wishes and directions unless Trustee shall be guilty of willful malfeasance or willful fraud.

C. No one dealing with Trustee need inquire concerning the validity of anything that Trustee shall purport to do or need see to the application of money or any other property transferred to or upon the order of Trustee.

D. In the exercise of any tax election with respect to any trust created hereunder, Trustee need not consider only the tax effects of such election, but may also consider other effects such election may have on any beneficiary hereunder, as well as the needs of any such beneficiary.

E. Settlor authorizes and empowers his Personal Representative to allocate his GST exemption under Chapter 13 of the Internal Revenue Code that remains unused and available at the time of Settlor's death, in whole or in part, to any one or more transfers that Settlor may have had during his lifetime or that may become effective upon Settlor's death, under the provisions of this Trust Agreement or otherwise, in such manner as Settlor's Personal Representative may determine to be in the best interests of the younger generation beneficiaries hereunder.

F. If Trustee shall receive written notice from Settlor's Personal Representative that, in the opinion of Settlor's Personal Representative, the best interests of Settlor's descendants would be served by the allocation of part or all of Settlor's unused GST exemption to property to be transferred to any trust to be established hereunder and that such property, in lieu of being held in a single trust as provided for herein, should be divided and held in two or more separate trusts, Trustee shall divide such property into separate shares in accordance with the instructions given by Settlor's Personal Representative as set forth in such notice and shall hold each such share as a separate trust which shall be administered and disposed of upon the same terms and conditions as would have applied in the absence of such division.

G. Notwithstanding any other provision of this Trust Agreement, if the property which Trustee at any time shall be directed to add to any trust hereunder then has an inclusion ratio under Section 2642 of the Code that is different from the inclusion ratio of such trust, Trustee may, in lieu of adding such property to such trust, hold such property in a separate trust that shall be administered and disposed of upon the same terms and conditions as would have applied if such property had been added to the trust hereunder.

H. If at the time Trustee shall be directed by the terms of this Trust Agreement to add any property to a designated trust hereunder such trust is not in existence, such property shall be set apart and held in a separate trust which shall be administered and disposed of in the same manner as provided with respect to such designated trust.

ITEM ELEVENTH DEFINITIONS

A. Except as may be otherwise provided in this Trust Agreement, whenever it is directed that any property hereunder shall be Distributed to or divided among a person's descendants, per stirpes, such property shall be divided into as many equal shares as shall be necessary to provide one equal share for each then living child of such person and one equal share for the then living descendants of each then deceased child of such person; and one such equal share shall be divided in like manner among the then living descendants, per stirpes, of each then deceased child of such person; provided, however, that for the purposes of this Trust Agreement, any distribution to the Settlor's children shall be strictly limited to **ASHLEY JONATHAN EAMES** and his direct lineal descendants and **BELINDA CLAIRE EAMES** and **WENDY JANE EAMES**, and not any direct lineal descendants of **BELINDA CLAIRE EAMES** or **WENDY JANE EAMES**. As used in this sentence, "direct lineal descendants" shall mean and be limited to children, grandchildren and great-grandchildren.

B. In construing this Trust Agreement, a child in gestation who is later born alive shall be regarded as a child who is living during the period of gestation.

C. Throughout this Trust Agreement the masculine gender shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and vice versa, where such meaning would be appropriate.

D. The following words, as used in this Trust Agreement, shall be construed as follows:

1. "Internal Revenue Code" and "the Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and references to a section of the Code shall include any successor provisions to the section referred to and any corresponding provisions of any subsequent federal tax laws.

2. "Education" shall include private elementary and secondary school, undergraduate college, post-graduate studies, professional schools, and accredited training schools, and both full and part-time study, and shall include tuition, room and board, fees, and books (and a reasonable amount of spending money if that is not in effect being provided from some other source).

3. The words "disinterested Trustee" as used in this Trust Agreement shall mean the Trustee or Trustees other than a Trustee that has a beneficial interest, whether present or future, in Settlor's estate or any trust hereunder, or who is the spouse of or is legally obligated to support any person who has such a beneficial interest.

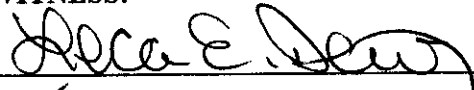

4. The headings in this Trust Agreement are inserted for purposes of convenience only and shall not be taken into account in any construction of this instrument.

**ITEM TWELFTH
TRUSTEE'S ACCEPTANCE**

Trustee does hereby accept the trusts created hereunder and does hereby agree to act as Trustee hereunder.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

WITNESS:


John M. Eames, Settlor



John M. Eames, Trustee

STATE OF MISSISSIPPI
COUNTY OF Desoto

I HEREBY CERTIFY that on this 15TH day of MARCH, 2011, before me, the subscriber, a Notary Public in and for the jurisdiction afore said, personally appeared JOHN M. EAMES,

the Settlor under the foregoing Revocable Trust Agreement, and he acknowledged the same to be his act and deed.

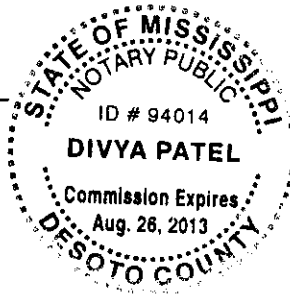
AS WITNESS my hand and Notarial Seal.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

8-26-2013

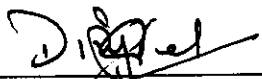
(SEAL)



STATE OF MISSISSIPPI
COUNTY OF Desoto

I HEREBY CERTIFY that on this 15TH day of MARCH, 2011, before me, the subscriber, a Notary Public in and for the jurisdiction afore said, personally appeared JOHN M. EAMES, the Trustee under the foregoing Revocable Trust Agreement, and he acknowledged the same to be his act and deed.

AS WITNESS my hand and Notarial Seal.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

8-20-2013

(SEAL)



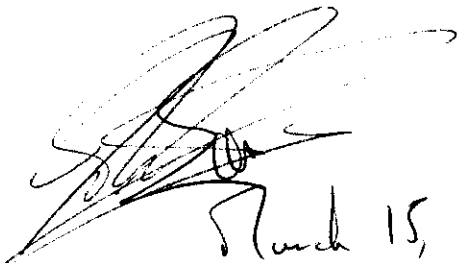
SCHEDULE A

REVOCABLE TRUST AGREEMENT between JOHN M. EAMES, Settlor and JOHN M. EAMES, Trustee, dated ~~September 2nd, 2009~~

MARCH 15, 2011

1. Cash \$1.00
2. All membership interests in First State Investments, LLC
3. Investment Account No. 5121-8870 and Checking Account No. 440002173862, both with Charles Schwab & Co. Inc.
4. Investment Account No. 131-12469 with Edward Jones
5. Investment Account No. 377835780 with State Street Bank & Trust
6. All right, title and interest that Trustee may have now or hereafter, with respect to any of Settlor's individually owned tangible personal property, wherever situate

Prepared By AND RETURNED TO :
JAMES H. HERRING, MSB #2380
HERRING, LONG & CREWS, P.C.,
P.O. Box 344
Canton, MS 39046
Telephone : 601/859-2573
Facsimile : 601/859-3955


March 15, 2011